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18

19 WITNESS: ROBERT MILLS

20 DATE: NOVEMBER 18, 2014

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25

1 sit here.

2 BY MR. GLITZENSTEIN:

3 Q. Other than what you've already explained, did
4 Mr. Stabil play any other role in assisting you with
5 the preparation of your work in this case?

6 A. Not that comes to mind, no.

7 Q. You mentioned also Ms. Stephanie Yea, I think
8 her name was.

9 A. Yes.

10 Q. What role did she play?

11 A. Primarily, checking certain exhibits for
12 accuracy.

13 Q. These are the exhibits to your report?

14 A. Yes.

15 Q. In this matter, Mr. Mills, you've identified
16 several Microsoft settlement agreements as being
17 allegedly probative to the damages issues in this
18 matter; right?

19 A. I have identified settlement agreements that
20 I think provide insight into reasonable royalty, yes.

21 Q. So, for example, you've identified the
22 Microsoft settlement agreement with Lucent as being
23 something that you consider to be relevant to the
24 damages analysis in this case; right?

25 A. Yes.

1 Q. The same is true with Microsoft settlement
2 agreement with Arendi; right?

3 A. It is.

4 Q. What was the process that you followed to
5 come up with the Microsoft settlement agreements that
6 you considered to be probative on the issues of
7 damages in this case?

8 A. Well, the process involves first identifying
9 information about comparability, technical
10 comparability of the underlying patents and the
11 underlying technology. And that's something that I
12 relied on the technical expert in the case for. But
13 beyond that, it is a matter of comparing the facts and
14 circumstances, as I understand them, concerning the
15 relevant agreements to the situation, the hypothetical
16 negotiation to determine whether the agreements are --
17 provide economic comparable -- or are economically
18 comparable, whether they provide an indication of
19 value, in my view.

20 Q. Let me break that down. So were you provided
21 with the complete set of Microsoft settlement
22 agreements and other agreements that Microsoft
23 produced in this litigation?

24 A. Well, I had access to the documents that
25 Microsoft has produced in the case. So I'd say yes.

1 Q. Okay. So you know that much about the Lucent
2 case; right?

3 A. Oh, certainly, yes.

4 Q. And the date picker is the little calendar
5 that pops up when you want to enter something into a
6 date field; right?

7 A. Yes.

8 Q. So you know that much about the Lucent case;
9 right?

10 A. I do, yes.

11 Q. All right. And that feature was found in
12 Microsoft Outlook and Money; right?

13 A. Yes.

14 Q. And it wasn't accused of being in Microsoft
15 Word, for example; right?

16 A. It was not. Well, not that I know of anyway.
17 It certainly wasn't tried.

18 Q. All right. I'm trying to understand, then,
19 how you can say that the patent at issue in the Lucent
20 case is generally directed to improving productivity
21 in word processing when the feature that was at issue
22 in that lawsuit had nothing to do with word
23 processing. Can you explain that, sir?

24 A. I can't from a technical standpoint. I'm not
25 certain. Again, I cite to Dr. Madisetti for that, and

1 I would refer you to him.

2 Q. So you consider the question of whether a
3 feature is found in a word processing program versus
4 an E-mail program to be a technical question that
5 you're unable to answer?

6 A. This statement is referring to what the
7 patents are generally directed to, and I can't speak
8 about what patents are generally directed to from a
9 technical standpoint.

10 Q. So again, my question, though, was you cannot
11 distinguish between Word as a word processing program
12 and Outlook as an E-mail program? That's a technical
13 question that you can't address; right?

14 A. I think it depends on what you mean by the
15 distinction. I certainly can tell the difference on
16 my computer when I click on the icon to launch Word
17 versus whether I click on an icon to launch Outlook.
18 But from a technical standpoint, I can't tell you how
19 those programs are -- if they are separate, how
20 they're -- if they share code. I can't tell you
21 anything about the technical aspects of those
22 programs. I use them. So I'm familiar with them as a
23 user.

24 Q. All right. Let's start with that, then.
25 From your perspective as a user, explain to me how the

1 date picker feature that was at issue in the Lucent
2 litigation is in any way directed to improving
3 productivity in word processing?

4 A. I'm not certain that it is, and I haven't
5 said that it is in my report.

6 Q. Because now you're talking both the patents
7 are directed to. Is that your --

8 A. Well, that's what the sentence says. It
9 says, "These patents are all generally directed to
10 improving productivity in word processing through the
11 use of links to external content," and I cite to Dr.
12 Madisetti for that.

13 Q. So that's your understanding in this case
14 even though the feature at issue in that lawsuit was
15 not found in a word processing program?

16 A. That's my understanding of Dr. Madisetti's
17 view of the patents, yes, and that's who I cite to for
18 that proposition. I'm not here to offer my own
19 technical opinions about what the patents do or do not
20 relate to.

21 Q. Okay. Can you reconcile for us how it can
22 possibly be that the patents -- that the patent in the
23 Lucent litigation was generally directed to improving
24 productivity in word processing when the feature at
25 issue there was not present in a word processing

1 program?

2 A. I'm not certain. I would have to talk to
3 Dr. Madisetti. I don't see that sentence is limiting
4 to say that the patents are only directed to that, but
5 I would defer to Dr. Madisetti on that. I'm not
6 certain.

7 Q. Well, keep that sentence in mind from
8 Paragraph 72, and I want to return you to Paragraph 67
9 of your report. In Paragraph 67 of your report, about
10 a third of the way down that paragraph, for that, you
11 say, "These patents are all generally directed to
12 improving productivity in word processing through use
13 of links to external content"; right?

14 A. I do see that statement. I cited
15 Dr. Madisetti.

16 Q. Right. And so you characterized the Arendi
17 patents and the Lucent patent and the reissued patents
18 in identical ways; right?

19 A. Well, I'm just providing my understanding
20 based on Dr. Madisetti's report, and I suspect that
21 the reason that I've done that is because he has
22 referred to them that way.

23 Q. Did you ever ask Dr. Madisetti why it is that
24 he draws this distinction between Arendi as only
25 having technical comparability to smart tags and

1 Q. Well, but before we get to that conclusion, I
2 guess my question for you is as a matter of the
3 analytical process that you employed here, you did not
4 attempt to quantify or value the fact that Microsoft,
5 as part of the Arendi settlement, was receiving rights
6 to patents other than the ones asserted in that
7 action?

8 A. I considered that in reaching my conclusions,
9 but I did not assign a specific value to those
10 patents. I wasn't aware of any information that would
11 suggest that Microsoft would need or require a license
12 to those patents. But having said that, I think that
13 if you consider the differences between the agreements
14 in this respect, that that suggests that there would
15 be some downward influence on the royalty rate that
16 Microsoft would pay Sentius relative Arendi.

17 Q. Did you ask -- well, withdrawn.

18 But you don't know what the extent of that
19 downward influence might be?

20 A. I can't tell you precisely, but I can say
21 that in my view, it warrants a royalty that's lower
22 than the upper end of the range and that I've
23 identified. In fact, my royalty is lower than the bid
24 point.

25 Q. Did you ask Dr. Madisetti to help you

1 understand the technological benefits of the
2 additional rights that Microsoft received under the
3 Arendi agreement?

4 A. No.

5 Q. Did you make any inquiry of anybody to try to
6 figure out what the potential value of those
7 additional rights are or is?

8 A. I don't recall doing that aside from my own
9 research into the products and the patents that were
10 at issue in the case, and I don't recall whether
11 Mr. Mulgrew spoke to that in his deposition or not. I
12 don't recall. But I would have looked there as well.

13 Q. You made reference in that answer to your own
14 research into the products and the patent. But it's
15 true, is it not, that you're not here to offer any
16 technical opinions about the scope or potential
17 benefit of the additional patents that Microsoft
18 received as a consequence of that license; right?

19 A. I'm not here to speak to the scope of any
20 patents. That much is true, yes.

21 Q. And again, you're not aware of Dr. Madisetti
22 offering any opinion in that regard?

23 A. I don't recall such an opinion, but I would
24 defer to him.

25 Q. Let me return to the first factor in your

1 Table 17, which is the context of the agreement. Am I
2 correct, sir, that you did not make any attempt to
3 quantify or place a value on the amount of that upward
4 adjustment for the -- what you have identified as the
5 alleged uncertainty that surrounded the settlement
6 negotiations?

7 A. Well, I discuss some information under that
8 section of my report, but it's illustrative in nature
9 as opposed to specific to this case. So I think
10 that's true. I haven't actually assessed how much of
11 an upward adjustment might be warranted. I've just
12 noted that that would tend to have an upward pressure
13 on the negotiation if they were negotiating under the
14 assumption that the patents are, in fact, valid and
15 infringed.

16 Q. So am I correct, sir, that what you did was
17 you concluded that the -- those first and second
18 factors in Table 17, they were basically a wash;
19 right?

20 A. No, I don't think so. As I said, I haven't
21 specifically factored in the context of the agreement.
22 What I've done is I've looked at that range. I've
23 looked at the midpoint of that range, and I've
24 adjusted that downward for the license technology.

25 Q. You've adjusted it downward by .8 cents;

1 right?

2 A. Yes. .8 cents, which is a significant
3 downward adjustment, yes, relative to the 3.8 cents
4 that we start with.

5 Q. Right. So you start with the midpoint of
6 3.8 cents, as you say; right?

7 A. Yes.

8 Q. And you arrive at your opinion, which is
9 3 cents even; right?

10 A. Yes, that's my opinion.

11 Q. So what is the -- what is the reason or
12 principal basis for decreasing the midpoint by
13 .8 cents?

14 A. Recognizing that there should be some
15 downward adjustment for the license technology, and I
16 don't think it would be a significant downward
17 adjustment because there's no evidence that I'm aware
18 of that Microsoft required rights to any of those
19 patents. I think it's very reasonable to presume that
20 the patents that were actually asserted against
21 Microsoft were the driving force behind the
22 settlement. That's what -- certainly what motivated
23 the settlement I would think.

24 And, you know, so I recognize that there
25 would be some need to perhaps make a downward

1 adjustment, but it wouldn't be a downward adjustment
2 that would bring you to the lower end of the range,
3 for example.

4 Q. Did you ask Dr. Madisetti to attempt to place
5 a value on the -- withdrawn.

6 Did you ask Dr. Madisetti to place any
7 probabilities on the infringement and validity
8 defenses in the Arendi case?

9 A. No.

10 Q. Do you know if Dr. Madisetti performed any
11 analysis that would try to quantify the extent to
12 which Microsoft would have been successful with those
13 defenses in that lawsuit?

14 A. I don't know.

15 Q. How about yourself, sir? What attempts did
16 you make to quantify the potential damages range in
17 the Arendi litigation?

18 A. I didn't try to quantify damages for the
19 Arendi litigation. I wasn't asked to calculate
20 damages, and I didn't have -- I wouldn't have
21 information to all the facts that one would probably
22 want to take into consideration in calculating the
23 damages for that case.

24 Q. Is that right? What facts didn't you have?

25 A. Well, I don't believe that I had access to

1 all the documents that Arendi produced in its
2 litigation with Microsoft. At least I don't recall
3 seeing documents like that.

4 Q. What are the facts you say you didn't have?

5 A. I haven't really thought about it, but that's
6 the first place that comes to mind is the documents
7 that were produced in that case, to the extent that
8 they were produced. I don't view it as my role to try
9 to calculate damages in another case. I have the
10 settlement agreement and the consideration of the
11 settlement agreement that I'm relying upon.

12 Q. And just that, just the four corners of that
13 document?

14 A. Well, clearly not. I mean if you look at my
15 report, I've identified other information about the
16 case.

17 Q. Did you make any effort to learn more about
18 how -- what the damages range -- withdrawn.

19 Did you make any attempt, such as by making
20 inquiry of counsel, to try to determine whatever
21 information you say would be necessary to figure out
22 what the damages range might be in that case?

23 A. No, I didn't set out to determine what the
24 damages range might be in that case. So I didn't make
25 those inquiries.

1 Q. I note in Paragraph 190 of your report, you
2 do state that there was -- that the Arendi settlement
3 also resolved a European patent on an action filed in
4 the Netherlands; right?

5 A. Yes.

6 Q. Do you know whether Arendi in that action was
7 seeking to enjoin Microsoft for -- from selling any
8 products in the Netherlands or anywhere else in
9 Europe?

10 (The witness reviewed the document.)

11 THE WITNESS: That sounds right, but I can't
12 be certain as I sit here.

13 BY MR. GLITZENSTEIN:

14 Q. Did you attempt, as part of your analysis in
15 the Arendi settlement, to place any value on that type
16 of injunctive relief?

17 A. No, not specifically.

18 Q. So is it your view, Mr. Mills, that as part
19 of the consideration of some settlement agreement from
20 some other litigation that in order to account for the
21 settlement posture of another litigation, that the
22 parties in some later case where that's been
23 identified as an allegedly comparable license # you
24 litigating the merits of that other case?

25 MR. ARD: Objection.

1 THE WITNESS: I think I'm going to have that
2 either again or perhaps broken down.

3 BY MR. GLITZENSTEIN:

4 Q. The question I want to ask you about is you
5 identified all these uncertainties that can bear on
6 the amount of a settlement; right?

7 A. Yes. Just like any license agreement, there
8 are uncertainties. Whether it's litigation or not
9 litigation, there are uncertainties.

10 Q. And to what extent, in your experience, is
11 there an effort made to try to identify those
12 uncertainties and, you know, place some -- and
13 quantify the impact that those uncertainties have on
14 the underlying amount that the settlement agreement
15 provides?

16 A. It's been my experience that that's not often
17 something that's achievable. Sometimes it is, but
18 oftentimes, it's not. And the same is true for a
19 license agreement that's entered outside the context
20 of litigation. There are -- it's not always
21 possible -- in fact, it's often not possible to
22 understand with clarity what the parties were thinking
23 precisely at the time they entered into that deal. So
24 that kind of information isn't always available for
25 consideration. But that's not to say that the

1 agreements don't provide useful information
2 nonetheless.

3 MR. GLITZENSTEIN: I'll ask the court
4 reporter to mark as Mills Exhibit 5, it's a document
5 with Production No. MSSENTIUS 1696160 through -178,
6 and it's an agreement between Microsoft and *Timeline
7 dated October 16, 2007.

8 (Deposition Exhibit 5 was marked for
9 identification.)

10 BY MR. GLITZENSTEIN:

11 Q. Mr. Mills, have you seen this agreement
12 before?

13 (The witness reviewed Exhibit 5.)

14 THE WITNESS: May I have just one moment?

15 MR. GLITZENSTEIN: Certainly.

16 (The witness further reviewed Exhibit 5.)

17 THE WITNESS: I'm not certain. I've
18 certainly seen a patent license agreement between
19 Microsoft and Timeline, but I'm not certain that it's
20 this agreement. And the reason I say that is the
21 Bates numbers are different, and it looks like the
22 license patent might be different.

23 BY MR. GLITZENSTEIN:

24 Q. Do you recall giving consideration to whether
25 any agreement between Microsoft and Timeline should be

1 Q. All right. So I'm going to just call it "the
2 income approach." Will you understand that?

3 A. I think I will, yes.

4 Q. Thank you. So what role does the income
5 approach play in your analysis in this matter?

6 MR. ARD: I'm sorry. I just have to jump in.
7 He said there's a difference between income approach
8 and at-risk profit calculation, and you said, "Is it
9 okay if I call it the income approach." Which one are
10 you calling "the income approach"? I just want to
11 make sure the record is clear. But it's a little
12 muddled.

13 MR. GLITZENSTEIN: Sorry.

14 Q. I want to ask about the overall approach. I
15 believe you said that the at-risk profit is one
16 component of the income approach. Do I have that
17 correct?

18 A. Yes.

19 Q. All right. So I'll just call it -- I'll call
20 the overall approach "the income approach." Is that
21 clear?

22 A. Yes. And if it's not for a particular
23 question, I will try to make that clear.

24 Q. All right. So with regard to the income
25 approach, what role does that play in -- or what role

1 did that play in your overall analysis in this case?

2 A. It's an alternative way of looking at the
3 damages in this case for the background -- or for the
4 accused spell checker and the accused grammar checker.

5 Q. You call it -- in your report you call it a
6 "benchmark." Do you recall that? Withdrawn. I'm
7 sorry. I actually misread your report.

8 So do you consider this to be a check on what
9 you consider to be your primary theory in this case,
10 or do you consider it to be an alternative approach of
11 sort of equal weight or significance.

12 A. I consider it to be both a check on my other
13 analysis, because I think it confirms that the other
14 analysis is very reasonable, but also, it could be
15 used on a stand-alone basis to determine a reasonable
16 royalty.

17 Q. Now, one of the -- one of the assumptions of
18 your income approach in this case is that Microsoft
19 has no design alternatives other than reverting back
20 to a foreground spell or grammar check technology;
21 right?

22 A. I wouldn't characterize it that way, no.

23 Q. All right. So help me understand this.
24 What -- if Microsoft indeed has other alternatives
25 available to it to implement the background and

1 grammar check -- background spelling and grammar check
2 features, then your calculation of at-risk profits
3 under this income approach is no longer valid; right?

4 A. Well, that's a different question, and I
5 think it would depend upon the alternative that you
6 have in mind.

7 Q. Well, it's not a matter of what I have in
8 mind. My question for you is if the jury disagree
9 with you or disagree with Dr. Madisetti that --
10 withdrawn.

11 If the jury in this case concludes that
12 Microsoft had alternative technologies for
13 implementing background spell check and background
14 grammar check to the ones that are accused in this
15 case, then there would be no basis to conclude that
16 there was any profit at risk and your calculation is
17 not valid; correct?

18 A. No, I disagree.

19 Q. Why?

20 A. Well, to say that an alternative exists to
21 incorporate background spell checking into Word
22 doesn't indicate anything about the acceptability of
23 that alternative or the cost associated with that
24 alternative or the risks associated with implementing
25 that alternative. I mean you could imagine a

1 Q. Well, the profit numbers that you cite in
2 Paragraph 107. How is any of that information
3 relevant to any issue in this case?

4 A. Well, those numbers in and of themselves are
5 not as key to me as the fact that Microsoft generates
6 a significant portion of its total operating profit,
7 as I report in Paragraph 108, from these products that
8 are at issue, or at least the division that contains
9 these products.

10 Q. So this is all to the point that Microsoft
11 Office is a big part of Microsoft?

12 A. That Microsoft Office is of vital importance
13 to Microsoft, yes.

14 Q. Okay.

15 A. It's not a trivial product. It's of vital
16 importance to Microsoft.

17 Q. So it's that qualitative factor that is
18 relevant to you, not the quantitative data that stands
19 behind it; is that correct?

20 A. Well, the quantitative data, I think, is
21 relevant as well.

22 Q. How?

23 A. Because the quantitative data is what yields
24 the qualitative conclusion; right? It's microsoft's
25 client on the products at issue here for a substantial

1 portion of its operating income. And that means that
2 it's of vital importance to Microsoft, and Microsoft
3 acknowledges that.

4 Q. I'm not asking about the world as a whole.
5 I'm asking about the issues in this case on which you
6 offer opinions. I mean how does it -- what -- in what
7 ways do the numeric calendar figures that you discuss
8 in Paragraphs 106, -7, and -8 -- sorry. 106 and 107
9 impact any of the opinions that you offer in this
10 case?

11 A. Well, as I mentioned earlier, the revenue
12 figures are relevant under the income approach because
13 that's an input into that analysis. This is -- also
14 speaks to the success that Microsoft has had with
15 Office.

16 Q. You're talking about revenue or profit now?

17 A. I think both.

18 Q. Okay. So you keep coming back to terms like
19 "success" and the importance of Microsoft Office
20 division relative to Microsoft as a whole, but what
21 impact, if any, do those have on your analysis in this
22 case?

23 A. Well, aside from the income approach, they
24 don't enter into my analysis in a formulaic way, but
25 they do speak to the importance of this product to

1 Microsoft.

2 Q. Let me ask you to turn back in your report to
3 Paragraph 16, please.

4 A. Yes.

5 Q. Paragraph 16 you cite to Microsoft's net
6 revenue operating profits for a time frame indicated
7 here. What are these figures relevant to?

8 A. These figures are intended to provide just
9 background information on Microsoft. They're not
10 specifically inputs into my damages analysis.

11 Q. Let me ask you to turn to Paragraph 38,
12 please. 38 you make reference to the fact that
13 Microsoft announced acquisition of Forethought for
14 \$14 million in 1987. What's the relevance of that to
15 any of your analysis in this matter?

16 A. It's just explaining the lineage of
17 PowerPoint and that Microsoft acquired that product
18 from Forethought.

19 Q. Does that \$14 million number have any bearing
20 one way or the other on the opinions that you offer in
21 this case?

22 A. No, that has no specific impact on my
23 opinions.

24 Q. All right. Let me ask you to turn, please,
25 to Paragraph 60. You have a discussion beginning in

1 Paragraph 60 of a valuation that was performed by an
2 entity called "VRC." Why was that valuation
3 performed?

4 A. I don't recall why that valuation was
5 performed.

6 MR. GLITZENSTEIN: Let me hand you a copy of
7 the ##. I'd like to have this marked as Exhibit 12.

8 (Deposition Exhibit 12 was marked for
9 identification.)

10 MR. GLITZENSTEIN: It's got Production Nos.
11 SENTIUS120724 through -54.

12 Q. So having handed you the agreement, why was
13 the VRC valuation performed?

14 A. It appears it was performed for tax purposes.

15 Q. What tax purposes?

16 A. I'm not certain. I can review the document
17 to see if it provides any further guidance or further
18 information on that, but I don't know offhand.

19 Q. In Paragraph 61 of your report you note --
20 and I'm looking at the portion of the paragraph that
21 appears on Page 35. You say, "It's noteworthy,
22 however, that VRC estimated that royalties would
23 amount to approximately \$230 million through the lives
24 of the '731 patent and the '633 patent assuming
25 Sentius is successful in patent litigation against

1 Microsoft."

2 Then you go on to say, "This is consistent
3 with a conclusion that the technology at issue here is
4 valuable and would warrant more than a de minimis
5 royalty for license to the patents-in-suit"; right?

6 A. Yes.

7 Q. All right. The analysis that VRC -- the
8 analysis that VRC performed that led to that
9 \$230 million number is not a valid analysis; correct?

10 A. I'm not sure I can agree with that. I mean
11 it's -- I'm not sure even what that means, it's not a
12 valid analysis. Presumably the author of this
13 valuation study felt that it was.

14 Q. Right. But have you analyzed the analysis
15 that VRC employed to get to that bottom line?

16 A. I've reviewed this document, yes, and I'm
17 generally familiar with the analysis.

18 Q. Do you believe that the analysis is a correct
19 approach to damages valuations in this matter?

20 A. Well, it's clearly not the approach that I'm
21 using in the case, yes. But this was also prepared
22 without access to the discovery in this case and
23 with -- this these kind of valuations are often done
24 with limited information.

25 Q. This analysis is based on an application of

1 the entire market value rule; correct?

2 A. It appears that the prism value calculation
3 value does apply a royalty rate to a base of revenue.

4 Q. Just to be clear, the royalty rates in this
5 analysis are applied to Microsoft's entire sales of
6 Microsoft Office in the United States; right?

7 A. To estimates of those sales, yes, it appears.

8 Q. And so the -- this analysis applies the
9 entire market value rule; correct?

10 A. It applies a royalty, a running royalty as a
11 percentage of revenue, yes.

12 Q. So the royalty calculations in this analysis
13 were based on applying a percentage to the entire
14 revenue of Microsoft Office with no attempt to
15 apportion for the features that would be allegedly
16 covered by the patent; right?

17 A. It doesn't appear that the royalty base was
18 apportioned.

19 Q. And that was a proper methodology, in your
20 view; right?

21 A. Well, I think it depends on the purpose.
22 This is not a damages study for a patent infringement
23 litigation. This is a valuation analysis that was
24 conducted for a specific purpose, and for that
25 purpose, it may be appropriate. I wouldn't use that

1 approach in this case to calculate damages for
2 Microsoft.

3 Q. Because you would consider it to be an
4 inappropriate way to attempt to calculate damages in
5 this case; right?

6 A. Based on the information I've reviewed, I
7 would agree that I would not use this approach to
8 calculate damages in this case.

9 Q. Had you heard of this organization, VRC,
10 prior to this lawsuit?

11 A. I'm not certain. It doesn't stand out in my
12 mind, but I've looked at a lot of valuations over the
13 years. So it's possible that I've seen their work
14 before, but it doesn't stand out.

15 Q. And if you turn to the second page of the
16 document it identifies three people who prepared the
17 report, Justin Johnson, Jane Myung and Walter O'Haire.
18 Do you know any of those people, either personally or
19 by reputation?

20 A. No.

21 Q. Okay. Thanks. You can set that aside. All
22 right. You comment in Paragraph 8 of your report that
23 Sentius had developed a product called RickLink based
24 on patented technology. Do you consider that product
25 to have been a successful product?

1 A. I think it depends on how you measure
2 success. It generated revenues exceeding 1.4 million
3 within two years of launch. So that sounds like some
4 measure of success to me.

5 Q. And Sentius never attempted to develop any
6 type of spell checking or grammar checking technology
7 using -- or feature using any of the technology in any
8 of its patents; right?

9 A. Not that I'm aware of, but I would defer to
10 Sentius on that.

11 Q. Okay. So -- withdrawn.

12 MR. ARD: Seven hours on the tape. Is it
13 exactly seven?

14 THE VIDEOGRAPHER: (Nods head.)

15 MR. GLITZENSTEIN: Wow. Good. That's fine.

16 MR. ARD: I'll let have you another minute.

17 MR. GLITZENSTEIN: I appreciate that, Seth.
18 I actually have no further questions.

19 Thank you, Dr. Mills, for your time and
20 attention today.

21 I pass the witness.

22 MR. ARD: Okay. I'm going to just need to
23 take two minutes.

24 THE VIDEOGRAPHER: We're off the record. The
25 time is 6:29 p.m.